

Contract no. 1742

T

AGREEMENT

BETWEEN

THE TOWNSHIP OF LOWER

CAPE MAY COUNTY, NEW JERSEY

AND

TEAMSTERS LOCAL UNION NO. 676

EFFECTIVE DATES:

January 1, 1991  
up to and including  
December 31, 1993

Index

B

BULLETIN BOARD .....	29
----------------------	----

C

CREDIT UNION .....	38
--------------------	----

D

DEDUCTIONS FROM SALARY .....	32
------------------------------	----

F

FULLY BARGAINED PROVISIONS .....	38
----------------------------------	----

G

GRIEVANCE PROCEDURE .....	5
---------------------------	---

H

HOLIDAY AND FUNERAL LEAVE .....	13
HOSPITALIZATION - INSURANCE - RETIREMENT .....	18
HOURS AND OVERTIME .....	11

L

LONGEVITY .....	27
-----------------	----

M

MANAGEMENT RIGHTS .....	3
-------------------------	---

N

NON-DISCRIMINATION .....	31
NO STRIKE PLEDGE .....	30

R

RECOGNITION .....	2
-------------------	---

S

SENIORITY .....	10
SEPARABILITY AND SAVINGS .....	37
SICK LEAVE .....	21

T

TERM AND RENEWAL .....	39
------------------------	----

U

UNIFORMS .....	35
UNION REPRESENTATIVES .....	11

V

VACATION LEAVE .....	16
----------------------	----

WAGES

25

WORK RULES

29

PREAMBLE

This Agreement, entered into this first day of January, 1991, by and between the Township of Lower, in the County of Cape May, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, hereinafter called the "Union", represents the complete and final understanding of all bargainable issues between the Township and the Union.

ARTICLE 1

RECOGNITION

The Township hereby recognizes the Union as the exclusive collective negotiations agent for all employees covered in the Certification and more specifically enumerated by job titles listed below:

1. Mechanic
2. Sr. Mechanic Diesel
3. Mechanic Diesel
4. Equipment Operator
5. Equipment Operator/Sweeper
6. Sr. Maintenance Repairer
7. Maintenance Repairer
8. Laborer
9. Mechanics Helper
10. Recreation and Parks Maintenance Worker/Groundskeeper
11. Truck Driver - \*CDL License required.

\*CDL License will be required after April, 1992 under Federal regulations.

ARTICLE 2

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive, managerial and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and controls for continued employment or assignment and to promote and transfer employees;
3. to suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and

regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Management shall have the right to institute technological improvements within the Department subject only to the limitations contained herein. "Technological Improvement" is defined as a change in procedures, equipment or method of operation which has the effect of increasing the efficiency of the operation, of the department, or lowering the manpower requirements of the Department. In the event technological improvements are introduced, the Department will endeavor, as far as practicable, to institute these improvements in such a manner that there will be the least possible hardship to employees. Should the Union feel that an injustice has been committed in such action, they may file a grievance under this Agreement. The sole issue for the arbitrator shall be: "Did the Department act arbitrarily or capriciously in instituting the technological improvements?"

D. Nothing contained herein shall be constructed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under Title 40 and Title 11 of New Jersey Statutes, or any other national, state, county or local laws or ordinances.

### ARTICLE 3            GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department's supervisory staff and having the grievance adjusted without the intervention of the Union.

#### B. Definition

The term "Grievance" as used herein means any controversy arising over the interpretation or

adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One

a. An aggrieved employee shall institute

action under the provisions hereof within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

b. The Supervisor shall render a decision within ten (10) working days following the receipt of the grievance.

2. Step Two

- a. In the event a satisfactory settlement has not been reached, a written complaint signed by the employee shall be filed with the department head (or his representative) within ten (10) working days following the determination by the Supervisor.
- b. The department head, or his representative, shall render a decision in writing within ten (10) working days from the receipt of the complaint.

3. Step Three

- a. In the event the grievance has not been resolved at Step Two, then within ten (10) working days following the determination of the department head, the matter may be submitted to the Township Council.
- b. The Township Council shall review the matter and make a determination within the (10) working days from the receipt of the complaint.

4. Step Four

- a. In the event the grievance has not been resolved through Step Three, then within ten (10) working days following the determination of the Township

Council the matter may be submitted to the Public Employment Relations Commission for Arbitration. An Arbitrator shall be selected pursuant to the Rules of the P.E.R.C.

b. However, no Arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Township Council. In the event the aggrieved elects to pursue Civil Service procedures, the Arbitration hearing shall be cancelled and the matter withdrawn from Arbitration.

c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to those facts which were presented to him as being involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding upon the parties.

d. The cost of the services of the Arbitrator shall be borne equally between the Township and the Union. Any other expenses including but not limited to the presentation of

witnesses, shall be paid by the party incurring same.

- e. The Arbitrator shall set forth the findings of fact and reasons for making the Award within thirty (30) days after conclusion of Arbitration hearing, unless otherwise agreed to by the parties.
- f. Upon request of the Union, the Township shall supply non-confidential information relating to the specific grievance with regard to which such information is requested.

D. Union Representation in Grievance Procedure

- 1. At the request of the aggrieved employee, the Shop Stewards may participate in the grievance procedure at Step One.
- 2. The Business Agent of the Union or his designee may participate in the grievance procedure at Step Two.
- 3. The Business Agent or his designee and the Shop Steward of the Union may participate in the grievance procedure at Step Three.

ARTICLE 4      SENIORITY

- A. Seniority, which is defined as continuous employment with the Township from date of last hire, will be given due consideration by the Township in accordance with the Civil Service Regulations.

The employee with the greater seniority shall have the first option for any higher rated job or use of any equipment, provided the said employee is qualified to handle the job or equipment.

- B. All job openings shall be posted by the Township on the employee's bulletin board. Any employee wishing to bid on the position shall do so by notifying the Director of Public Works in writing.

- C. Once each year, during the month of January, the Township shall compile and submit to the Union in writing, and then post, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their name added to the list in order of date of hire, and the Union shall be notified of such additions.

ARTICLE 5      UNION REPRESENTATIVES

Accredited representatives of the Union may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representative enter the Township facilities or premises, it will request such permission from the appropriate Township representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal duties of employees. There shall be no Union business transacted nor meetings held on Township time or property.

ARTICLE 6      HOURS AND OVERTIME

- A. The normal working week shall consist of forty (40) hours per week, and for Recreation and Parks Maintenance Workers/Groundskeepers the normal working week shall consist of thirty five (35) hours per week.
- B. The work day shall consist of eight (8) hours per day from 7:30 a.m. to 3:30 p.m. with one half (1/2) hour paid lunch, and for Recreation and Parks Maintenance Workers/Groundskeepers the workday shall consist of

seven (7) hours per day from 8:30 a.m. to 4:30 p.m. with one (1) hour unpaid lunch.

- C. All work performed by all employees, except Recreation and Parks Maintenance Workers/Groundskeepers, in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid at the rate of time and one half (1 1/2). All work performed by Recreation and Parks Maintenance Workers/Groundskeepers in excess of seven (7) hours per day and/or thirty-five (35) hours per week shall be paid at the rate of time and one half (1 1/2).
- D. When the Township closes for an emergency, the employees that are requested to stay, shall receive time and one half for all hours worked for the balance of the day.
- E. Overtime shall be distributed as equitably as possible. The Company must give reasonable notice of overtime for each day. One and one half (1 1/2) hours notice or by 2:00 p.m. each day.
- F. The overtime provisions of this clause shall apply only to permanent full-time employees.
- G. Employees shall be entitled to call in pay at the following rates;

1. For regular recall two and one half (2 1/2) hours pay at the applicable rate.
  2. For Saturday: two and one half (2 1/2) hours pay at time and one half.
  3. For Sunday: Two and one half (2 1/2) hours pay at double time.
- H. Trash truck employees are required to: in a.m. - gas up, check oil, check tires and check lights; in p.m. - trucks are to be cleaned out.
- I. Overtime pay shall be paid bi-weekly as earned.

ARTICLE 7      HOLIDAY AND FUNERAL LEAVE

- A. The following holidays shall be recognized or the day observed by the Township for the following listed holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. General Election Day
11. Thanksgiving Day
12. Christmas Day
13. Employee's Birthday
14. Martin Luther King's Birthday
15. The Day After Thanksgiving

B. All employees who may be scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of two and one half (2 1/2) times for all hours worked with a guarantee of eight (8) hours. The intent of this Article is that on those occasions when the employees work on a recognized holiday, they be paid their regular rate of pay for the holiday and two and one half (2 1/2) times their regular pay for a minimum of eight (8) hours.

C. In addition to the time periods listed above and exclusive of the time periods which may be used under the sick-leave provision as hereafter stated in Article X, an employee shall be entitled to three (3) days off with pay for the purpose of attending the funeral of a family member. The following is a list of those persons who qualify within the term "family member":

1. Mother
2. Father
3. Spouse
4. Children
5. Grandparents
6. Sister
7. Brother
8. Step-Children
9. Father-in-Law
10. Mother-in-Law

"Family Member" shall also include any relative of the employee that has been residing in the employee's household.

An employee shall be paid for such days off as any of such three days occur during the employee's regularly scheduled work week and he would have had work opportunity during such day. If the (3) days or any

of them occur while the employee is otherwise compensated, such as for a paid holiday, paid vacation, or while unable to work because of illness or injury, the employee shall not be paid for such day or days. Under no circumstances shall the provision of this section result in an increase in an employee's normal earnings.

- D. Each employee shall be entitled to six (6) personal days per year. Any personal days occurring in any calendar year after which are unused by an employee within that calendar year may be used within the following calendar year, but it shall not be accumulated thereafter.

The employees must submit their requests within seventy two (72) hours of the personal holiday to the Township.

Personal Holidays will be given on a first-come basis. Each employee shall have a vested right to any unused personal leave which he had earned prior to December 31, 1981. The employee shall be permitted to either use that vacation leave or carry it over at his discretion. Any vacation leave taken by an employee subsequent to January 1, 1982 shall be assessed against a personal vacation leave he is entitled to take in that calendar year.

ARTICLE 8      VACATION LEAVE

- A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; thirteen (13) working days vacation thereafter for every year and up to five (5) years of service; sixteen (16) working days vacation after the completion of five (5) years of service and up to ten (10) years of service; and twenty (20) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; and twenty five (25) working days after completion of fifteen (15) years of service and

up. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

- B. Vacation leave must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any vacation leave occurring in any calendar year which is unused by an employee within that calendar year must be used within the following calendar year or it shall be lost to the employee.

Each employee shall have a vested right to any unused vacation leave which he had earned prior to December 31, 1981. The employee shall be permitted to either use that vacation leave or carry it over at his discretion. Any vacation leave taken by an employee subsequent to January 1, 1982 shall be assessed against a vacation leave he is entitled to take in that calendar year.

(e.g. - an employee has accumulated fifty unused vacation days which accrued to him prior to December 31, 1981. Under the 1982 contract, said employee is entitled to twenty vacation days. Said employee takes twenty-five vacation days in the calendar year of

1982. The first twenty days will be assessed against his 1982 vacation leave and the other five days will be subtracted from his previously vested fifty vacation days.)

- C. All employees will submit vacations schedules for the upcoming year by December 15th of each year. The Township will notify employees within one (1) month of their requested vacation whether or not the vacation is approved or denied. No more than two (2) Mechanics shall be on vacation at the same time. Employees may switch their scheduled vacations with other employees, with the approval of the Township. Vacation schedules are to be prepared by the Director.

ARTICLE 9      HOSPITALIZATION AND INSURANCE

- RETIREMENT

- A. The Township shall continue to provide the below listed coverage for all permanent or provisional employees who have been on the payroll for two (2) months, at the beginning of the third full calendar month of employment.
- B. The Township shall provide each employee with a \$10,000.00 Life Insurance policy on their life.

- C. The Township shall provide a 365 day comprehensive health care plan, with diagnostic, Major Medical, and a dental plan.
- D. The Township shall provide a Prescription Plan for the employee and his family whereby the employee pays \$1.00 for each prescription and prescription refill.
- E. The Township shall continue to pay the full costs of the foregoing program listed in Paragraphs A,B,C, and D of Article IX for the term of this Agreement.
- F. The Township shall provide a dental plan with zero (0) dollar deductible with 100% payback for preventive maintenance and diagnostic and 85% payback for restorative treatment, 85% payback for oral surgery, 85% payback for endodontics and periodontics, 85% payback for prosthodontics (fixed and removable), and 50% payback for orthodontics, to a maximum of \$1,200.00 per case. The maximum amount payable for dental services in any calendar year shall be \$1,000.00 per patient.
- G. The Township shall maintain a one hundred (\$100.00) dollar medical fund for each employee, per year, for the purpose of paying uncovered medical expenses, on all health insurance. For employees who have one or

more dependents, the medical fund will be increased an additional one hundred (\$100.00) dollars.

- H. The Township shall provide a self-insured vision care plan for employees and family in accordance with the terms of the VISION SERVICE PLAN. Benefits are available and payable only once every 24 months.

Vision analysis	\$ 45.00
Single vision lenses	35.00
Bifocal lenses	50.00
Multifocal lenses	65.00
Contact lenses	75.00
Frames	50.00

I. RETIREMENT

1. For any employee retiring at age sixty two (62) with twenty (20) years of continuous service, said employee shall be covered by a 365 day comprehensive health care plan with diagnostic for himself and his spouse only, to be paid for by the Township until that employee reaches the age of sixty-five (65) at which point the employee shall become eligible for medicare benefits.
2. For any employee retiring at age sixty-two (62) with twenty (20) years of continuous service, said employee shall be covered by the Township Prescription Plan for himself only to be paid for by the Township until that employee reaches the age of sixty-five (65) at which point the employee shall become eligible for medicare benefits.

ARTICLE 10      SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's family members as defined in Article VII paragraph C. or for the attendance of the employee upon a family member of the employee as defined in Article VII, paragraph C, who is seriously ill.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

Part-time permanent employees shall be entitled to sick leave as established by regulation.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit, from year to year, to be used if and when needed for such purpose.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
  - a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
  - b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days

shall be required to submit acceptable medical evidence substantiating the illness.

- a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
  - b. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
  3. In case of death in the immediate family, reasonable proof shall be required.

4. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Retirement Pay

1. Upon regular retirement, on a civil service pension, an employee shall be entitled to compensation for 100 per cent (100%) of unused accumulated sick leave, up to a maximum of 180 days. This provision shall apply only to employees hired prior to January 1, 1982.
2. For all employees hired after January 1, 1982, they shall be entitled upon regular retirement, on a civil service pension, to compensation for 100 per cent (100%) of unused accumulated sick leave, up to a maximum of 120 days.
3. Each retiring employee shall notify the Township Treasurer of his intention to retire no later

than December 1st of the year preceding the year in which the employee will retire.

ARTICLE 11      WAGES

A. The following employees shall be paid in accordance with the following step guide. There will be a 5% increase in wages for each year of the contract.

	EFF. 1/1/91 p/hr.	EFF. 1/1/92 p/hr.	EFF. 1/1/93 p/hr.
Sr. Mechanic/Diesel	15.17	15.93	16.73
Mechanic	13.99	14.69	15.42
Equipment Operator	12.17	12.78	13.42
Equip. Op./Sweeper	11.34	11.91	12.51
Sr. Maint. Repairer	11.68	12.26	12.87
Maint. Repairer	11.38	11.95	12.55
Laborer	10.84	11.38	11.95
Mechanics Helper	12.40	13.02	13.67

*AK*  
\* Truck Driver/CDL

*AK*  
*PT R.M.*  
\* ~~Recreation~~ & Parks  
Maintenance Worker/Groundskeeper      7.88      8.27      8.68

*AK*  
\* The parties agree to discuss the above two (2) \* items in the near future.

- B. All new-hires will start at \$1.00 per hour less than the Laborer's rate. After each three (3) months the employee will receive \$.25¢ per hour until full year. At the first anniversary the employee will receive the full hourly rate of contract. There will be one classification for Laborers with the exception of new-hires. There will be one classification for Truck Driver CDL License required after April 1992.
- C. Employee upgraded from one classification to another classification shall receive the top rate in that classification. Employees working in a lower-rated job shall not suffer any reduction in wages.
- D. Employees assigned to work in a higher rated job, according to seniority and qualifications, shall receive the higher rate of pay for all hours worked on the higher rated job.
- E. All employees working in the recycling program shall receive the Laborer's rate. There shall be three (3) employees on the recycling truck and trash/garbage truck only during the regular curb pick-up excluding all other operational public works services.
- F. Shift Differential shall be five percent (5%) increase per hour.

G. If any employee works trash truck he will receive an additional \$.25¢ per hour for that day, including overtime. An employee shall be entitled to the additional \$.25¢ per hour if he works one (1) week on the trash truck prior to any personal day, holiday or vacation day.

ARTICLE 12      LONGEVITY

A. As of the date of execution of this Agreement longevity shall be computed for employees in accordance with the following formula based upon years of uninterrupted service with the Employer. There will also be a cap on longevity based on \$30,000.00 annual income.

	Max. Cap
0 through 5 years - 0	
End of 5th - 10th year - 2% of base salary	= \$600.00
End of 10th - 15th year - 4% of base salary	= 1200.00
End of 15th - 20th year - 6% of base salary	= 1800.00
End of 20th - 25th year - 8% of base salary	= 2400.00
End of 25th year and beyond:	
- 10% of base salary	= 3000.00

B. The following employees shall be red circled at their percentage rate spelled out and that percentage shall be applied each year on their base pay:

- \* Kenneth Starnes - shall be computed each year at 8%
- \* When this employee reaches the end of the 20th year, he shall be computed each year at 10%.

C. Employees will make arrangements to see the Bookkeeping Department, on company time, to discuss wages, bonds, etc. according to supervisor and in a reasonable manner.

ARTICLE 13

BULLETIN BOARD

One bulletin board shall be made available by the Township at the following location: Road Department.

This bulletin board may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE 14

WORK RULES

- A. The Township may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within ten (10) days after the same are posted or disseminated and/or a copy sent to the Union.
- B. Traffic Tickets - The Township will pay all fines if at fault, incurred while working.
- C. Water Coolers shall be on all trucks.

ARTICLE 15

NO STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, neither will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Township to invoke the following:  
Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or

terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE 16      NON-DISCRIMINATION

- A. There shall be no discrimination by the Township or the Union against an employee on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit

membership in the Union or the payment of dues during working hours.

ARTICLE 17      DEDUCTIONS FROM SALARY

- A. Employees have the right to join, not join, maintain, or cancel their membership in the Union at any time. Neither the Employer nor the Union shall exert any pressure upon, or discriminate against, any employee to influence the employee to join or not join the Union.
- B. The Union is required to represent all employees in the bargaining unit fairly and equally.
- C. The Employer shall deduct regular monthly dues from the pay of any Union member covered by this Agreement upon receipt of individual written authorization cards executed by an employee and bearing his signature. The Employer shall remit to the Union all such deductions prior to the end of the month from which the deduction is made.
- D. 1. In accordance with the New Jersey Employer-Employee Relations Act, Sec. 34:13A-5.4(2), the Employer agrees to deduct from the salary of employees who are not members

of the Union an amount to equal 85 percent of the regular membership dues, fees, and assessments as a representation fee. For present employees, such payments shall commence on the thirtieth day following the effective date of this agreement, or on the date of execution of this agreement, whichever is the later; for new employees, the payment shall start thirty days following the commencement of employment. The Employer shall remit to the Union all deductions prior to the end of the month for which such deductions are made.

2. Any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Union a return of any part of the fee which represents the employees' additional pro-rata share of the Union's expenditures in and of activities or causes of the partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any benefits available only to Union members. The pro-rated share subject to refund shall not reflect the costs of support of

lobbying activities designated to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, or other conditions of employment in addition to those secured through collective bargaining with the Employer.

3. An employee requesting a partial refund of the representation fee shall notify the Union by certified or registered mail during the period between September 1 and September 30 of each year. Such notice shall specify the type of expenditures to which the employee objects. The approximate proportion of the representation fee spent by the Union for such purposes shall be determined annually after each fiscal year of the Union by the Union's Secretary/Treasurer. Rebate of a pro-rated portion of the employee's representation fee corresponding to such proportion shall thereafter be made to each individual who has timely filed a notice of objection.
4. If an objector is dissatisfied with the

proportional allocation that has been determined on the grounds that it does not accurately reflect the expenditure of the Union in the defined area, the objector may appeal to the Local Union Executive Board within thirty days following receipt of the rebate. The Executive Board must act on this appeal within thirty (30) days.

5. If an objector is dissatisfied with the Local Union Executive Board's determination, the objector may appeal to a panel appointed by the Governor pursuant to Sec. 34:13A-4(3). In this proceeding, the Union shall bear the burden of proof in demonstrating the accuracy of its computations.

#### ARTICLE 18      UNIFORMS

- A. All mechanics shall have a complement of six (6) sets of uniforms paid for by the Township. All mechanics shall be entitled to the replacement of any worn-out uniform upon presentation to their Department Head of the uniform to be replaced so that their complement of six (6) uniforms shall remain intact.

- B. All other employees shall be entitled to a complement of six (6) sets of uniforms paid for by the Township. All employees shall be entitled to the replacement of any worn-out uniform upon presentation to the Department Head so that their complement of six (6) uniforms shall remain intact.
- All employees shall be entitled to five (5) sets of T Shirts per year with the Township logo.
- C. All employees shall be entitled to a shoe allowance of \$75.00 per year. Upon presentation of a voucher and a receipt for the shoes to the Township Treasurer, they shall be reimbursed for the purchase of any work shoes up to a limit of \$75.00 per year. If the Township can secure shoes at a cheaper rate by means of bulk purchase, and the Union agrees, shoes shall be supplied at the rate of two (2) shoes per man per year up to a maximum of \$75.00 per man.
- D. All employees shall receive adequate foul weather clothing and replacements upon presentment of worn-out foul weather clothing.
- E. Employees will be allowed to wear knee-length shorts in summer months, according to supervisor's judgment

- F. After the year 1982, Employees shall receive one (1) winter jacket each year upon presentment of a worn-out jacket.
- G. The Union shall form a "Uniform Committee" to meet with the Superintendent of Public Works and the Township Manager. The Union Uniform Committee shall make recommendations concerning the nature and costs of the uniforms to be purchased by the Township. The Township shall give the Union's recommendations any possible consideration.
- H. A first-aid kit shall be supplied and maintained by the Township, in the garage and in each vehicle.

ARTICLE 19      SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of such to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 20

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Any benefits negotiated by other department above these, shall apply to this Agreement.

ARTICLE 21

CREDIT UNION

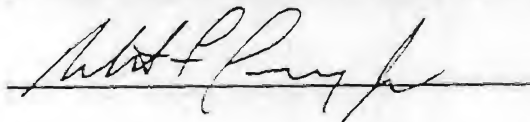
The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Employer with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

ARTICLE 22      TERM AND RENEWAL


This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1993, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey this              day of              1991.

FOR THE TOWNSHIP OF LOWER  
LOWER TOWNSHIP, NEW JERSEY



FOR THE UNION  
TEAMSTERS LOCAL UNION 676

  
Vincent L. Buondunno,  
President & Executive Officer

1-13/91

TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08251



received  
7/14/92

C. Clark  
CFD

Incorporated 1798

(609) 886-2005

ADDENDUM TO CONTRACT

Teamsters Local 676

The members of Teamsters Local 676 voted on May 19, 1992, to approve the following items:

ARTICLE 6 - HOURS & OVERTIME

The work week for the Recreation and Parks Maintenance Workers/Groundskeepers shall consist of forty (40) hours per week, eight (8) hours per day, from 7:30 a.m. to 3:30 p.m. with one half (1/2) hour paid lunch.

ARTICLE 11 - WAGES

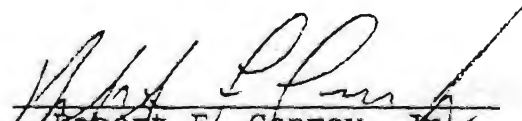
Any employee employed prior to May 19, 1992 who obtains a Commercial Drivers License, or has a valid permit, will receive a \$.10 per hour increase, whether they drive or not, retroactive from the date the CDL was issued, or April 1, 1992. Present employees who receive a permit or license after May 19, 1992 for a CDL will not receive the \$.10 per hour increase. New hires after May 19, 1992 will not receive the \$.10 per hour increase.

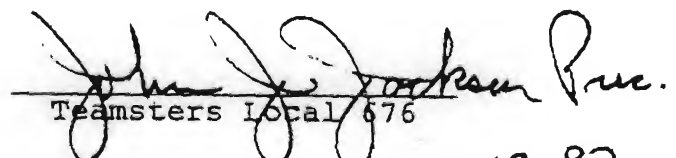
Temporary laborers will receive \$6.83 per hour in 1992, and \$7.17 per hour in 1993.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey, this 10<sup>th</sup> day of July, 1992.

For the Township of Lower

For Teamsters Local 676

  
Robert F. Conroy, Jr.  
Mayor

  
Teamsters Local 676

7-13-92